

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

SEARS HOLDINGS CORPORATION, *et al.*,

Debtors.¹

Chapter: 11
Case No.: 18-23538 (RDD)

(Jointly Administered)

**AFFIDAVIT OF TAMARA SMITH IN SUPPORT
OF APPLICATION FOR ADMINISTRATIVE EXPENSES**

STATE OF FLORIDA)

COUNTY OF DUVAL)

On this day personally appeared before me, Tamara Smith (the "Affiant"), who being first duly sworn deposes and says:

1. Affiant is over the age of eighteen (18) and makes this affidavit on her own personal knowledge and upon review of the business records of Beeline.com, Inc. ("Beeline").

2. Affiant is an employee of Beeline, at its office located in Jacksonville, Florida.

¹ The Debtors in these chapter 11 cases are as follows: Sears Holdings Corporation; Kmart Holding Corporation; Kmart Operations LLC; Sears Operations LLC; Sears, Roebuck and Co.; ServiceLive Inc.; SHC Licensed Business LLC; A&E Factory Service, LLC; A&E Home Delivery, LLC; A&E Lawn & Garden, LLC; A&E Signature Service, LLC; FBA Holdings Inc.; Innovel Solutions, Inc.; Kmart Corporation; MaxServ, Inc.; Private Brands, Ltd.; Sears Development Co.; Sears Holdings Management Corporation; Sears Home & Business Franchises, Inc.; Sears Home Improvement Products, Inc.; Sears Insurance Services, L.L.C.; Sears Procurement Services, Inc.; Sears Protection Company; Sears Protection Company (PR) Inc.; Sears Roebuck Acceptance Corp.; Sears, Roebuck de Puerto Rico, Inc.; SYW Relay LLC; Wally Labs LLC; SHC Promotions LLC; Big Beaver of Florida Development, LLC; California Builder Appliances, Inc.; Florida Builder Appliances, Inc.; KBL Holding Inc.; KLC, Inc.; Kmart of Michigan, Inc.; Kmart of Washington LLC; Kmart Stores of Illinois LLC; Kmart Stores of Texas LLC; MyGofer LLC; Sears Brands Business Unit Corporation; Sears Holdings Publishing Company, LLC.; Sears Protection Company (Florida), L.L.C.; SHC Desert Springs, LLC; SOE, Inc.; StarWest, LLC; STI Merchandising, Inc.; Troy Coolidge No. 13, LLC; BlueLight.com, Inc.; Sears Brands, L.L.C.; Sears Buying Services, Inc.; Kmart.com LLC; Sears Brands Management Corporation; and SRe Holding Corporation.

3. Affiant's position is that of Manager Financial Services.

4. All matters contained herein are based upon my personal knowledge, my professional experience, and/or personal review of the business records of Beeline relating to the Contracts.²

5. In my position with Beeline, I have control over and access to records regarding the account of the Debtors, including payments received from the Debtors, and am familiar with the manner in which these records are created and maintained by virtue of my duties and responsibilities. The records were made at or near the time of each act, event, condition, opinion, or diagnosis set forth, or reasonably soon thereafter, and were made by, or from information transmitted by, persons with knowledge of the matters set forth therein.

6. It is the regular practice of Beeline to keep these types of records in the course of regularly conducted business activity.

7. It is the regular practice of the business activity of Beeline for an employee or representative of Beeline with personal knowledge of the acts, events, conditions, opinions, or diagnoses recorded to make the records or to transmit information thereof to be included in such records.

8. As of March 20, 2019, the Debtors' owe Beeline \$3,807.61 for the use of Beeline's services post-petition

[Signature on Following Page]

² As defined in the Application of Beeline.com, Inc. for Payment of Administrative Expenses

FURTHER AFFIANT SAYETH NOT.

Tamara Smith
TAMARA SMITH

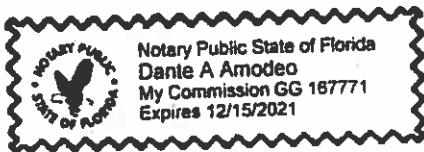
Sworn to and subscribed before me this 9 day of April, 2019. Such person did take an oath and: (Notary must check applicable box).

is/are personally known to me.

produced a current driver's license as identification.

produced _____ as identification.

{Notary Seal must be affixed}



Dante A. Amodeo
SIGNATURE OF NOTARY

Dante A. Amodeo

Name of Notary (Typed, Printed or Stamped)

Commission Number GG 167771

[if not legible on seal]

My Commission Expires: 12/15/2021

[if not legible on seal]